



## REQUEST FOR PROPOSAL

Original Date Issued: 5/26/16  
Closing Date: 6/15/16

Subject: **Request for Proposal – ICMA SolSmart Website**

ICMA/ The International City/County Management Association (ICMA) is seeking proposals from eligible Respondents for professional services for ICMA in Washington, D.C. ICMA anticipates awarding one (1) single award as a result of this solicitation. ICMA reserves the right to award more or fewer awards than anticipated above.

All questions concerning this solicitation should be directed to Emily Dodson, Senior Program Manager at [edodson@icma.org](mailto:edodson@icma.org).

All communications must include the solicitation title, **ICMA SolSmart Website**, in the subject line.

No communication intended to influence this procurement is permitted except by contacting the designated contacts above. Contacting anyone other than the designated contacts (either directly by the Respondent or indirectly through a lobbyist or other person acting on the respondent's behalf) in an attempt to influence this procurement: (1) may result in a Respondent being deemed a non-responsive Respondent, and (2) may result in the Respondent not being awarded a contract.

This solicitation in no way obligates ICMA to award a contract nor does it commit ICMA to pay any cost incurred in the preparation and submission of a proposal.

ICMA bears no responsibility for data errors resulting from transmission or conversion processes.

ICMA appreciates your responsiveness and looks forward to a mutually beneficial business relationship.

Sincerely,

Emily Dodson,  
Senior Program Manager

## **PURPOSE**

ICMA seeks a qualified service provider to manage a website design, development and implementation on behalf of ICMA in coordination with designated ICMA staff for a new externally facing project website for ICMA's U.S. Department of Energy funded [Solar Powering America by Recognizing Communities](#) (SPARC) effort known as **SolSmart**.

## **ABOUT ICMA**

ICMA advances professional local government worldwide. Our mission is to create excellence in local governance by developing and fostering professional management to build sustainable communities that improve people's lives worldwide. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to more than 10,000 ICMA, town, and county experts and other individuals and organizations throughout the world.

## **ABOUT THE NEW SOLSMART.ORG WEBSITE**

Through this work, ICMA, in partnership with The U.S. Department of Energy (DOE) and The Solar Foundation, is working to establish a national recognition and no-cost technical assistance program for local governments — driving greater solar deployment and making it possible for even more American homes and businesses to access affordable and renewable solar energy to meet their electricity needs. The program, called SolSmart, will require a sophisticated new website.

ICMA's Dun and Bradstreet number is 072631831.

## **PROJECT SCOPE CONSIDERATIONS**

### **I. GOALS:**

- Develop a highly beneficial, cost-effective, easy-to-use, interactive and architecturally sound and flexible website that supports SolSmart's needs and objectives
- Create a standardized format and enhanced user experience for all pages, thereby establishing a unified theme but allowing some flexibility depending on the purpose and desired user experience of individual pages/sections
- Create a website that allows multiple users across organizations to have responsibility in managing their information with appropriate work flow and approval processes
- Incorporate design elements that make the website ADA Section 508 accessible, easy to navigate, appealing, functional and searchable
- Provide a framework and architecture that will permit future expansion and the addition of new online services as SolSmart's budget, technology needs and user demand dictate

- Provide a secure site that meets emerging industry standard guidelines on privacy and accessibility.

## II. GUIDELINES

In preparing their proposals, respondents should consider the following criteria:

### *User Criteria*

- Visually appealing – Design of this site is extremely important. The SolSmart branding and image should be conveyed from the initial impression given on the homepage. The website should reflect SolSmart’s brand values and distinctive attributes, while offering an easy-to-use user interface.
- Easily updated – Once the site has been completed and accepted by ICMA, the site should be easy to maintain by non-technical members of ICMA’s staff. The content management system should provide for at least page level specific permissions, approvals and roles, including creating new content and publishing as well as version control.
- Personalized user experience –the website should produce a personalized experience based on user preferences.
- Open Source CMS – The CMS should be a flexible and open source platform to which readily available plug-ins and other cost effective options are available for rapid development and integration of new features and functionality.
- Fast-loading pages – The website must be designed with a balance of text and graphics so that the average page loads in an acceptable amount of time on the mobile devices as well as the average computer.
- Easy to navigate – The site should be easy to navigate, with information grouped and presented in a logical manner. During the initial phase of the project, the successful contractor will be required to develop a comprehensive site map, which shows the strategy for information architecture decisions.
- Search engine - The site should provide a rapid search capability of the entire site, including access-restricted content, generating results of high relevance to users.
- Content Blog – The site should feature a blog application.
- Media Content – The site should support the various media types including but not limited to audio and video.
- Future flexibility – The site should include a flexible design template that can easily accommodate the addition of new functionality at a later date.

- Mobile device accessibility, responsive design.
- Mailing lists/Integration– Integration with existing MailChimp account must be provided.
- Search engine optimized – Content should be visible to search engines and structured following best practices to enable efficient indexing by commercial search engines.

#### *CMS System Operations and Technical Features*

- The website must provide for high-speed upload/download response times for low-end to high-end computers and mobile devices; the site should be developed to minimize loading times.
- The site must provide the same level of service to individuals with visual, hearing, motor or cognitive disability as to the general public, pursuant to the Americans with Disabilities Act. All proposals must be Sec 508 ADA compliant and include the utilization of W3C Content Accessibility Guidelines with the website development. Respondents are requested to offer suggestions regarding accessibility.
- The site must be accessible and usable with current and most popular versions of commonly used browsers including Google Chrome, IE, Safari, Mozilla, IOS, Android, etc. Respondents should provide a test matrix by platform, operating system and browser.
- The site must be designed to be manageable from Windows and Apple platforms as well as having some manageability from Android and IOS mobile platforms.
- All documents, including maps and tables, should be in HTML, Portable Document Format (PDF), or in a format approved by ICMA to provide ease of viewing, printing and downloading, and in alternate ADA acceptable download formats.
- All documents formatted in PDF must include the ability to perform a full text search within the PDF document.
- The site should be able to provide a news feed via Real Simple Syndication (RSS).
- The site will integrate with SalesForce.

#### *SolSmart Application / Intake form*

The primary use for the SolSmart website is to allow users to apply for program designation. The current site is using FormStack with an embedded application form. ICMA would like to explore the use of a more customizable option for this functionality. (The live form can be found here: <http://www.gosparc.org/apply-now/>.)

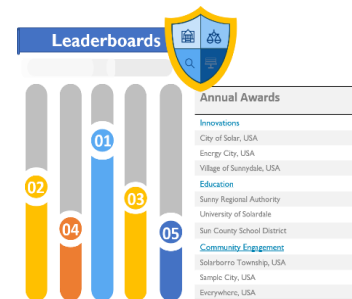


It is necessary that users are able to log in to the site to apply for the program and also to save and update their application/intake form and program data over time (i.e., applicants must be allowed to save progress on the online application and return to it later).

### *SolSmart Profiles and Leaderboards*

The site should aggregate individual user data from the program application and present it as a searchable series of community profiles and leaderboards based on topic areas.

The purpose of the profiles and leaderboards is to offer a dynamic online presence to engage and inform the public by making data derived from community efforts publicly available on an innovative web-based platform. For profiles, the team envisions an online map of the country to display each applicant (e.g. community). When a user clicks on a specific community on the map, an overview of the communities' progress toward designation, including any awards or special recognitions, will be displayed. For example, if a community must achieve 10 criteria points (CP) for designation, we would like to see a digital badge representing each of the 10 CP's. As an applicant meets requirements for each CP, they will report their accomplishment by logging in and updating their application/intake form. Before profiles are made public, ICMA will verify the report and award the applicant with a digital badge.



For leaderboards, the team envisions a page where leaderboards are displayed based on various categories to be provided by ICMA. The leaderboards should be navigable and searchable.

An optional desired profile functionality is the ability for users to compare two or three communities with each other (and/or with national averages) on key program measures.

ICMA has existing partnerships and has researched various tools to perform these functions, including ESRI Story Maps and the Badgeville gaming components.

### *SolSmart Peer Network - Operations and Technical Requirements*

The site should host public and private message boards/forums with simple user profiles that allow users to initiate and respond to discussions, share resources, and ask or answer questions.



Additional features and capabilities of the SolSmart Peer Network may include the following:

- Users can rate content using a star rating scheme.
- Users can see what topics are trending.
- Aided by a robust search engine with numerous filters, users can conduct targeted searches.
- Social networking functionality that allows users to share content to popular social media platforms.
- Ability to include attachments in common file formats (e.g., PDF, DOC, XLS, PPT, etc.) in message board posts.
- Users can send private messages to other users.

### Resource Repository

The site should include an easily navigable resource repository designed to efficiently connect users with the resources most relevant for addressing their needs. A vast number of outreach and educational resources relevant to SolSmart topic areas have been produced over the last several years. For those new to solar and to the issues addressed by the SolSmart program, it could be difficult to find information quickly if resources are merely added to the site and users are left to identify relevant content themselves. With this issue in mind, including various paths to connecting users with resources is desired. A menu of ideas for satisfying this need are provided below; however, the contractor is encouraged to include other ideas in the proposal.

- Refining Criteria – Clicking on resource subsections (e.g. Planning & Zoning) and then refining a search by selecting or deselecting categories. For example, an individual searching the site could click on “Setbacks,” if he or she wanted to include this category, while deselecting “Height,” thereby excluding “Height” and refining the search.
  - Within each subsection there would be “featured” publications shown at the top of the list.
  - In the side bar or footer of each article there would be links to other relevant publications for the reader. These would appear similar to those on Amazon.com when you search for an item and the algorithm notes that “People who viewed this item also viewed X.”
- Search Bar - Entering text into a search field to query available resources. Featured publications and links to other relevant articles would appear if an individual searches available resources, as noted above.
- Mini “Needs Assessment” – Once it is clear a user is interested in finding resources, they could be prompted to launch a short “needs assessment” designed to help the user find relevant resources, especially those unfamiliar with solar or related topics. For example, the mini-assessment could be launched from a button labeled “Don’t know what you need? We can help.” The mini-assessment

could ask a series of yes or no questions to refine what resources may be most helpful to the individual. At the conclusion of the mini-assessment, the user would receive recommendations for introductory readings based on his or her answers to the questions.

- Tutorials - Taking short tutorials within each resource subsection. The SolSmart team would create tutorials to synthesize information within each subsection (e.g. Permitting) and tailor them to different levels of knowledge (basic, intermediate, and advanced). The tutorials would recommend the viewer read specific readings at the conclusion of each tutorial.
- Integration with SolSmart Application/Intake Form – Based on user responses to application/intake questions, the website could direct users to resources that can help them achieve additional program criteria. For example, a community may score well for Planning & Zoning issues, but may not score well for Permitting. Therefore, Permitting publications should be provided for review.

### *Security*

- The contractor must consider the appropriate and secure use of interactive forms for confidential information.
- The site must be secured from email harvesters.
- The site should be built to withstand security attacks including Cross Site Scripting (XSS) and Cross Site Request forgeries (CSRF).
- ICMA must be able to control levels of permission and approval for ICMA employees uploading information to the site, and must have the ability to immediately delete permissions for terminated employees.

### *Website Design*

Design of the website should incorporate SolStart branding and also:

- Offer a simple, easy to navigate experience.
- Be visually appealing.
- Support responsive web development.
- Integrate social media throughout the site.
- Support customer-driven architecture.
- Be created with a philosophy that puts the user first.
- Support site Navigation and Usability, not compete with it

### *Ownership Rights/Intellectual Property*

- All screens, graphics, domain names, content and the “look and feel” of the site developed will be the property of ICMA, together with all layered

Photoshop or Flash files. Any type of source files, which would be necessary for ICMA to update or change the design of the site, must be delivered at the end of the project.

- All intellectual property developed in connection with the website will be owned solely by ICMA for ICMA
- In developing the website, the contractor will not infringe or violate the copyright and other intellectual property rights of third parties.
- The contractor is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
- All applicable copyright notices will be displayed on the website.
- *ICMA Responsibilities*
  - An ICMA representative will be designated to monitor all technical aspects and assist in administering the contract.
  - ICMA will be responsible for providing the contractor with the specific information on the content of the website.
  - The project team, made up of ICMA departmental representatives is available as necessary to answer questions and provide resources.

### III. **CURRENT SITE ARCHITECTURE**

The site is currently hosted on Squarespace and is using FormStack to embed the program application.

### IV. **DELIVERABLES**

The following is a sample deliverable schedule. It is not inclusive of all expected tasks, but is rather intended to demonstrate potential tasks. Please adapt and modify the schedule as needed to fit individual proposal elements.

#### Discovery and planning phase

- Map of new website
- Define taxonomy, content and flow requirements with client

#### Design phase

- Set up development website
- Work with ICMA to create design approach consistent with branding
- Create website wire frames for graphic artist and/or client sign off
- Modify/create templates for homepage and all unique secondary pages
- Create blog template and SolSmart Peer Network templates



- Design application/intake form, community profiles and leaderboards, SolSmart Peer Network, and resource repository
- Identify/Add necessary plugins

#### Development phase

- Create navigation structure, site maps, etc.
- Build out website as specified in Design phase
- Recommend changes on copy, approach to content etc.
- Create tags, meta tags, and other tactics for optimizing search (build into CMS)
- Single sign on integration
- Salesforce integration
- Test in all agreed upon browsers, fix bugs, identify issues, etc.
- Submit sitemaps to search engines
- Add Google analytics code
- Transfer domain, handle redirects, etc.

#### Throughout

- Work with ICMA to test all phases with end users.
  - Concept testing
  - Usability testing
  - Site architecture/logic

### V. **SUBMISSION REQUIREMENTS:**

The proposal submitted should include the costs of all the major elements priced individually:

1. The Base Bid, which must include the following individually priced:
  - a. Designing and building the basic site
  - b. A content management system with levels of permission and approvals
  - c. Web content management software licensing and support costs
  - d. Application/ Intake form
  - e. SolSmart Peer Network collaborative features
  - f. Community profiles and leaderboards
  - g. Resource Repository

- h. Personalization
  - i. Events Calendar
  - j. Site search capability
  - k. Archiving (with version control capability)
- 
2. The proposal should specify the necessary software and hardware, additional communication requirements, integration needs and potential costs necessary to host and maintain the website (e.g., hardware, software, installation, licensing, training, conversion and testing)
  3. The proposal should include details on the firm's years of experience related to website design, the names of all principals and the resumes of all principals who would be involved in the project, as well as their roles and responsibilities for the project.
  4. The proposal should include a workplan for completion of the project. The workplan should reflect the project approach and timeline, tasks and activities, the party responsible for completing those tasks and activities (vendor or ICMA), as well as deliverables produced. The proposal should include the approach and timeline for completion of the project with a delineation of tasks/activities required of ICMA.
  5. The proposal should include a description of the discovery phase and how the contractor will work with ICMA to understand the goals and needs for the website.
  6. The proposal should include basic training for employees.
  7. The respondent should provide a list of websites that have been designed by the firm. Each site listed should include the website address, company/agency contact, emailing address and telephone number. These companies/agencies will be contacted for references.
  8. The proposal will be prepared and submitted at the respondent's sole expense. Proposals will become the property of ICMA and will not be returned.
  9. Completed checklist (see Attachment B).
  10. Submit an electronic copy by 5:00 p.m. June 15, 2016.

## **VI. SELECTION CRITERIA AND PROCESS**

The following will be used in evaluating the responses. ICMA reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission.

Finalists will be invited to participate in a one hour interview with ICMA and its project partners to present their proposal.

- 15% Experience – ICMA will consider the experience of individual staff proposed by respondent in designing websites, and overall understanding of site architecture, navigation, search capabilities and other components of website sign. References will be verified.
- 25% Value to users – ICMA will evaluate the respondents’ proposal to add value to users including recommendations on visual appeal, design consistency, features offered, and technical support.
- 15% Maintenance and upgrades – ICMA will consider how easy the site is to maintain by various users, including non-technical staff, and the ease with which additional features may be added later.
- 25% Investment – ICMA will consider the ‘total cost of ownership’ of each proposal, including any annual support, license fees, and the effort required to maintain the site. Total cost of ownership will also include ICMA staff time requirements to complete the project.
- 20% Project management – ICMA will evaluate the team and the methodology proposed for carrying out the project, including the team’s project management experience and proposed approach to project management.

**VII. TYPE OF CONTRACT TO BE AWARDED**

Fixed Fee

**VIII. CONTRACT TERM AND DELIVERY DATES**

ICMA expects this scope of work to be completed within 4 months. Final delivery dates and potential ongoing service contracts will be negotiated upon award.

**IX. INSTRUCTIONS TO THE RESPONDENTS**

Respondents interested in providing the services described above should submit a proposal following the prescribed format in the Submission Requirements section of this RFP. Adherence to the proposal format by all respondents will ensure a fair evaluation with regard to the needs of ICMA. Respondents who do not follow the prescribed format may be deemed non-responsive. A letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent as required by this solicitation.

1. Transmission letter

2. Package no more than 15 pages excluding CV's or resumes and required forms
3. Completed and signed required forms

Packages must be submitted electronically to Emily Dodson, Senior Program Manager at [edodson@icma.org](mailto:edodson@icma.org). Place “**ICMA SolSmart Website**” in the subject line. No phone calls please.

Applications received after the closing date stated on the top of page 1 will be rejected.

#### X. **APPENDICES (REQUIRED FORMS)**

W-9  
New Vendor Form

#### XI. **GENERAL CONDITIONS**

**Proposal Submission** - Late proposals and proposals lacking the appropriate completed forms will be returned. Faxed proposals will not be accepted. Proposals will not be accepted at any other ICMA location other than the email address above. If changes are made to this solicitation, notifications will be sent to the primary contact provided to ICMA from each Respondent.

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to ICMA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Information submitted to ICMA that the Respondent wishes to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. However, ICMA cannot guarantee the confidentiality of any information submitted.

**Contract Award** - ICMA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. ICMA may request additional data or material to support applications. ICMA expects to notify Respondents in approximately one month from the proposal due date whether your proposal has been selected to receive an award.

**Limitation** - This solicitation does not commit ICMA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. ICMA

reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in ICMA's best interest.

**Disclosure Requirement** - The Respondent shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each.

When a Respondent is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of ICMA after the award of a contract, ICMA may exercise its stop-work right pending further investigation, or terminate the agreement.

**No Gifts** - It is ICMA's Policy that no gifts of any kind and of any value be exchanged between respondents and ICMA personnel. Discovery of the same will be grounds for disqualification of the Respondent from participation in any ICMA's procurements and may result in disciplinary actions against ICMA personnel involved in such discovered transactions.

**Equal Opportunity** - In connection with the procurement of the specified services, the firm warrants that it shall not discriminate because of race, color, religion, sex, national origin, political affiliation, non-disabling physical and mental disability, political status, matriculation, sexual orientation, gender identity or expression, genetic information, status as a veteran, physical handicap, age, marital status or any other characteristic protected by law.

**Small and Disadvantaged Businesses** - ICMA shall use good faith efforts to provide contracting and procurement opportunities for SDB's. SDB categories include minority business enterprises (MBE), woman-owned business enterprises (WBE), small veteran and disabled veteran owned businesses, Historically Black Colleges and Universities (HBCUs), predominantly Hispanic Universities (HACUs), small businesses in Historically Under-utilized Zones (HUBZones) and private voluntary organizations (PVOs) principally operated and managed by economically disadvantaged individuals.





**Attachment A**

*BID SUMMARY*

1) Base Bid for:	Dollar Amount	Timeline (weeks)
Example	#####	Weeks 1-3
Designing and building the basic sites;		
A content management system with levels of permission and authorities;		
Web content management software licensing and support costs;		
Application/ Intake form;		
SolSmart Peer Network collaborative features;		
Community profiles and leaderboards;		
Resource repository;		
Personalization;		
Events Calendar		
Site search Capability;		
Archiving (with version control capacity)		



**Attachment B**  
**REQUESTED INFORMATION AND PROPOSAL FORMAT CHECKLIST**  
 (This is not meant to be fully inclusive)

Item	Indicate the page number of your proposal where the item is addressed
1. The proposal should contain the cost for Base Bid item 1;	
2. Proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, conversion and testing etc.)	
3. Proposal shall include what format you intend to design in and programs you intend to use for the design and construction of the site.	
4. Proposal shall include firm's years of experience related to website design, principals, resume of all principals to be involved in the project and their roles and responsibilities for the proposed project.	
5. Proposal shall provide the approach suggested and timeline for completion of this project including tasks/activities required of ICMA staff.	
6. Proposal shall include a description of the discovery phase and how the contractor will work with ICMA to understand the goals and needs for the website.	
7. The proposal should include basic training employees, the training plan and timeline.	
8. The respondents shall provide a list of websites, designed by the firm. Include the website address, company/agency contact, address, telephone number. These companies/agencies will be contacted for references.	
	Indicate yes if provided
9. Completed Bid Summary (Attachment A)	
10. Completed Checklist (Attachment B)	
11. Submit an electronic copy to <a href="mailto:edodson@icma.org">edodson@icma.org</a> by 5:00 p.m. June 15, 2016	

## **SAMPLE TERMS AND CONDITIONS**

These Terms and Conditions are effective as of the last date signed below (the Effective Date), by and between [CONTRACTOR] (Contractor), a/an [STATE OF INCORPORATION] corporation, with its principal place of business at [ADDRESS] and THE INTERNATIONAL ICMA/COUNTY MANAGEMENT ASSOCIATION (ICMA), a Washington, D.C. nonprofit corporation, with its principal place of business at North Capitol Street NE, Suite 500, Washington, DC 20002. Contractor and ICMA are sometimes referred to individually as a Party and collectively as the Parties.

WHEREAS, Contractor delivers certain professional services, including, but not limited to, [DESCRIPTION OF SERVICES OFFERED BY CONTRACTOR]; and

WHEREAS, ICMA wishes to obtain such professional services.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. SERVICES PROVIDED**

#### **1.1 Statement of Work.**

(a) Contractor will provide professional services (the Services) as specified in Attachment A, the statement of work (Statement of Work) agreed to by the Parties. Together, these Terms and Conditions and the Statement of Work shall constitute the Agreement. The Statement of Work shall contain, at a minimum, the following information: (a) the responsibilities of the Contractor, including a description of the Services and Work Product (as defined in the "Intellectual Property" Section); (b) the commencement and termination dates of the Services; and (c) fees, expenses and a payment schedule. Both Parties must approve and execute the Statement of Work for such Statement of Work to be in effect.

(b) Changes. Additions or modifications to the Statement of Work may be accomplished through the use of a Change Order as defined below. A Change Order must be in writing and signed by both Parties in order to be effective. The procedure for creating a Change Order is as follows: (a) Either Party shall submit a written request to the other Party specifying the additions or modifications to the Statement of Work desired (the Change Notice); (b) after the exchange of such Change Notice, the Contractor shall submit a change order proposal (the Change Order) to ICMA which shall include a description of the work, any additional fees and any changes to the delivery dates. Upon ICMA's written signature to the Change Order, the Change Order will become part of the

Agreement. Without a Change Order, ICMA shall have no duty to make payment for any additional work performed.

1.2 Personnel.

(a) ICMA approval. The Services provided by Contractor may be performed by Contractor's employees or subcontractors. ICMA shall have the right to approve all personnel including subcontractors assigned to perform Services under this Agreement, and Contractor shall not replace personnel or subcontractors without ICMA's prior written approval.

(b) Replacement of personnel. In the event that any personnel performing Services hereunder are found to be unacceptable to ICMA for any reason, ICMA shall notify Contractor in writing, and Contractor shall, at ICMA's request, either provide a qualified replacement or take appropriate corrective action. Contractor agrees to provide ICMA with written notification two weeks before replacing any project personnel. Two weeks advance notice is not required where immediate termination is clearly necessary to protect the interest of the project. However, in such cases, Contractor shall notify ICMA promptly. In all cases, ICMA must approve in writing changes to any personnel assigned to perform work under this Agreement.

(c) No payment for training. In the event that Contractor provides replacement personnel for any reason, Contractor shall not charge ICMA for the time required to train the replacement until such personnel are familiar with the particular project and all work done prior thereto, so that such replacement personnel are capable of performing the Services as efficiently as the replaced personnel at the time of departure.

1.3 Subcontractors. Contractor agrees that in the event it hires or works with any subcontractor to perform any of the Services under the Agreement, Contractor shall ensure that such subcontractors are bound by the terms of this Agreement, including, where necessary, executing an addendum to existing contracts between Contractor and subcontractor. At a minimum, as part of an addendum or otherwise, Contractor shall notify the subcontractor in writing, in substantially the form attached hereto as Exhibit A, of the following ICMA requirements: (a) subcontractor is prohibited from using names, logos, or other marks owned by or associated with ICMA for any purpose, including marketing, advertising or on any form of publicity (including in Provider's publicly distributed client lists, on Provider's websites or in any of Provider's other promotional materials) without ICMA's prior written consent; (b) subcontractor shall comply with all applicable laws in the performance of the Services for which it has been engaged by Contractor; (c) subcontractor shall not disclose or use information about ICMA for purposes other than performing the Services for which it has been engaged by Contractor; (d) subcontractor shall assign to ICMA all of its right, title, and interest in and to any Work Product; and (e) subcontractor shall carry appropriate insurance coverage as applicable,

and shall supply proof of its insurance coverage such as a Certificate of Insurance at the request of Contractor.

1.4 Background Checks. Contractor agrees that prior to Contractor or its Personnel, if any, being permitted to begin performing Services for ICMA on ICMA's premises, Contractor shall certify that it has performed a background check (Background Check) verifying the following records: (i) Social Security number; (ii) county criminal records; (iii) national criminal records; (iv) and credit check, if appropriate, and that Contractor and any Personnel have successfully passed the Background Check. In the following situations, Contractor shall also perform and verify a credit check on Contractor and any Personnel: where the position involves fiscal responsibilities or access to confidential or sensitive information; where the work to be performed requires access to ICMA's networks, equipment, and/or facilities; or where Contractor and any Personnel's access or work is similar to that of ICMA employees.

In the event that Contractor has not performed a Background Check on Contractor or its Personnel proposed for assignment to work in or on ICMA's premises (or that any Background Check(s) performed by Contractor are not satisfactory to ICMA) Contractor agrees that: (i) ICMA may perform the Background Check at its own expense and (ii) Contractor and any Contractor Personnel who do not consent to the required Background Check will not be permitted to perform services on ICMA's premises. In the event that ICMA determines, subject to applicable law, based upon a review of the Background Check materials, that the proposed Personnel do not meet ICMA's minimum acceptable standards, Contractor agrees that such Personnel shall not perform services for ICMA and Contractor shall supply other Personnel for ICMA's consideration. In the event Contractor fails the Background Check, ICMA may terminate this Project Agreement.

## **2. INTELLECTUAL PROPERTY AND LICENSES PROVIDED**

2.1 Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared by Contractor or subcontractor(s), if any, to carry out the Services under this Agreement (Work Product). Contractor represents and warrants to ICMA that the Work Product is the original Work Product of Contractor and/or subcontractor and that it does not infringe any third party's intellectual property rights. ICMA shall own all right, title and interest in the Work Product. Contractor agrees that the Work Product is a "work made for hire" for ICMA under Section 101 of Title 17 of the United States Code as it now stands or as later amended. If the Work Product is deemed not to be a "work made for hire," Contractor does hereby sell, transfer, assign and deliver to ICMA and its successors and assigns forever, all of Contractor's right, title and interest, including all copyright interest, in the Work Product, in all forms, including, but not limited to, written or electronic form. In order to effectuate the ownership provision of this Agreement, Contractor shall obtain from any subcontractors, in substantially the form attached hereto as Exhibit A, an assignment of all right, title and interest in and to



the Work Product, including all copyrights, created by subcontractors in favor of ICMA. Contractor and subcontractor shall promptly take any actions that ICMA may reasonably request in connection with this assignment.

2.2 Contractor Property. Notwithstanding the foregoing, Contractor shall retain sole and exclusive ownership of and all right, title and interest in all intellectual property of Contractor existing prior to Contractor's performance of the Services. In addition, nothing herein is intended to restrict Contractor's right to use any and all ideas, concepts, expertise, know-how and learnings Contractor may discover, acquire or develop during the provision of Services which is of general application and does not contain any ICMA Confidential Information or other ICMA-specific information (all of the foregoing the Contractor Property). To the extent the Work Product contains Contractor Property or requires the use of Contractor Property, Contractor grants to ICMA (including ICMA contractors and grantees) the irrevocable, perpetual, nonexclusive, worldwide, royalty-free, paid-up right and license for ICMA's business purpose to use, execute, reproduce, display, perform, modify, and distribute copies of such Contractor Property, as reasonably required in conjunction with ICMA's business.

2.3 Third-Party Licenses. To the extent the Work Product contains third-party intellectual property, Contractor agrees to obtain on behalf of ICMA an irrevocable, perpetual, nonexclusive, worldwide right and, where possible, royalty-free license to use the third-party intellectual property. If Contractor is unable to obtain such a license, Contractor shall inform ICMA in writing.

2.4 Infringing Work Product. If the Work Product becomes, or in Contractor's reasonable opinion is likely to become, the subject of any claim or action, then Contractor shall either, at Contractor's election: (a) procure for ICMA the right to continue using the Work Product as contemplated hereunder; (b) modify, subject to ICMA's written consent, the Work Product to render same non-infringing (provided such modification does not adversely affect ICMA's use as determined by ICMA); or (c) subject to ICMA's written consent, replace same with equally suitable, functionally equivalent, compatible non-infringing Work Product. If none of the foregoing is commercially reasonable or acceptable to ICMA, ICMA shall have the right to terminate and Contractor shall be considered to have materially breached this Agreement. Upon such termination, and without waiver of any other rights and remedies available to ICMA, Contractor shall refund to ICMA all amounts paid by ICMA for any nonconforming Work Product.

### **3. PAYMENTS**

3.1 Payment Terms. Subject to the payment schedule set forth in the Statement of Work, ICMA will make payments within thirty (30) days from the date on which ICMA receives a complete invoice. To be complete, invoices must be submitted by e-mail to **TBD**

with a copy to [INSERT NAME and email], and must contain at least the following information:

- description of services;
- fees;
- expenses with receipts attached, if applicable; and
- any other information required by the Agreement.

Contractor's failure to remit a complete invoice will postpone the date for ICMA's payment accordingly. If ICMA disputes an invoice, ICMA will notify Contractor of the dispute within thirty (30) days of the date on which ICMA receives the invoice.

#### **4. TERM AND TERMINATION**

4.1 Term. These Terms and Conditions shall go into effect on [EFFECTIVE DATE] (Effective Date) and shall terminate on [TERMINATION DATE] (Termination Date).

4.2 Material Breach Termination. If either Party is in material breach of any of its obligations under either the Terms and Conditions or the Statement of Work, the other Party may give written notice of termination (First Notice), and, unless the breaching Party cures such material breach within fifteen (15) days after its receipt of the First Notice, the notifying Party shall have the right to terminate the Agreement effective immediately upon delivery of written final notice of termination. Termination of the Terms and Conditions operates as a termination of the Agreement. Termination of the Agreement hereunder shall not relieve either Party of any obligations that had accrued through the effective date of the termination.

4.3 Non-Breach Termination. Either Party may at any time and without cause terminate this Agreement in full by giving thirty (30) days written notice of termination to the other Party.

4.4 Payment at Termination. Upon non-breach termination of the Agreement, ICMA shall pay Contractor for all Services rendered under the Statement of Work prior to the date of termination, and Contractor shall provide to ICMA any completed or in-progress Work Product. If Contractor terminates prior to the end of the terms of this agreement, Contractor shall cooperate with and shall pay ICMA for any reasonable costs of transitioning the Services to a new Contractor. ICMA shall use reasonable efforts to secure a new Contractor.

#### **5. CONFIDENTIALITY**

5.1 Confidential Information. The Parties acknowledge that it will be necessary for each of them to disclose or make available to each other both verbal information and

materials in hard copy, digital or electronic form (collectively, the Confidential Information) that may be confidential or proprietary or may contain valuable trade secrets, and that such information may already have been disclosed prior to the Effective Date. All information which Contractor or its employees receives from ICMA in connection with the Services (for example, all information related to ICMA's finances, accounting, human resources, grantees, charitable projects, prospects and donors) shall be considered ICMA's Confidential Information. All information Contractor designates in writing as confidential shall be considered Contractor's Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the written request of the disclosing Party.

5.2 Non-Disclosure. Each of the Parties agrees: (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own Confidential Information of a like nature, including advising employees of the confidentiality obligations imposed on such employees by this section; (b) to use and reproduce the Confidential Information of the other Party only as permitted under this Agreement or as needed to perform its duties hereunder; and (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party, without the other Party's prior written consent.

5.3 Exceptions. Confidential Information does not include information that: (a) is already, or otherwise becomes, publicly known by third parties as a result of no act or omission of the receiving Party; (b) is lawfully received, after disclosure hereunder, from a third party having the right to disseminate the information without restriction in disclosure; or (c) can be shown by the receiving Party to have been independently developed by such Party prior to the execution of this Agreement. Any Party asserting that information is not Confidential Information by virtue of any of (a) through (c) hereof shall have the burden of proof on such issue.

5.4 Injunctive Relief. The Parties agree that any breach by either Party or any of its officers, directors, or employees of any provisions of this Section may cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

5.5 Judicial/Legal Request. If either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party (Legal Request), it shall provide prompt notice to the other of such receipt so that Party may seek to obtain a protective order requiring that the Confidential Information not be disclosed. If the other Party fails to obtain a protective order, or chooses not to pursue one, the Party receiving the Legal Request shall thereafter be entitled to comply

with it to the extent permitted by law. The receiving Party shall nevertheless use reasonable efforts to minimize such disclosure.

## **6. WARRANTIES**

### **6.1 Contractor Warranties.**

(a) Contractor represents and warrants that: (i) the Services shall be performed and the Work Product produced in a professional manner consistent with reasonable commercial standards in its industry; (ii) its employees and subcontractors shall be experienced, properly trained or otherwise qualified and capable of performing the Services; and (iii) there is no outstanding contract, commitment or agreement to which Contractor is a Party, or legal impediment of any kind known to Contractor, which conflicts with this Agreement or might limit, restrict or impair the rights granted hereunder.

(b) Contractor represents and warrants that: (i) it has and will have all rights, titles, licenses, permissions and approvals necessary to perform its obligations under this Agreement; (ii) any intellectual property, in whole or in part, provided, created or used by it and/or its subcontractors, if any, under this Agreement, does not and will not infringe, violate or in any manner contravene or breach any patent, trademark, copyright, license or other property or proprietary right of any third party, or constitute the unauthorized use or misappropriation of a trade secret of any third party (collectively, Unauthorized Use); (iii) Contractor has received no claims or charges of Unauthorized Use; and (iv) Contractor has no reason to believe that its use under this Agreement of any such intellectual property, in whole or in part, will constitute an Unauthorized Use.

(c) Contractor represents and warrants that the Work Product will substantially conform to the functionality and/or other objective requirements, including acceptance criteria, provided by ICMA or described in the Statement of Work.

**6.2 ICMA Warranties.** ICMA represents and warrants that there is no outstanding contract, commitment or agreement to which ICMA is a party, or legal impediment of any kind known to ICMA, which conflicts with this Agreement or might limit, restrict or impair the rights granted hereunder.

## **7. INDEMNIFICATION**

**7.1 Contractor Indemnification.** Contractor shall indemnify, defend and hold harmless ICMA and its officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to a) Contractor's performance of this Agreement; b) Contractor's breach of this Agreement; c) the intentional misconduct or negligent acts or omissions of

Contractor, its employees, agents, contractors or consultants in connection with the performance of its obligations under this Agreement.

7.2 Misclassification Release and Indemnification. In the event that any federal, state or local government or administrative agency, or other regulatory entity, or any court determines that Contractor or any personnel of Contractor, or of a subcontractor thereof, acted as an employee of ICMA in performing Services, Contractor: (i) waives any and all claims that Contractor may have as a result of any such determination and acknowledges that Contractor agreed to render Services under this Agreement with the understanding that neither Contractor nor any employee of Contractor (nor any employee of any subcontractor of Contractor) has any right or entitlement to any benefit under any of ICMA's employee benefit plans or programs; and (ii) agrees to indemnify and hold ICMA harmless from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by ICMA as a result of, or related to, such a determination.

7.3 Claim Procedures. To receive the foregoing indemnities, the Party seeking indemnification must notify the other in writing as soon as reasonably practicable of a claim or suit and provide reasonable cooperation and full authority to defend or settle the claim or suit. The indemnifying Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing, provided however that any settlement of a claim other than one that contains a full release of all claims and liabilities of the indemnified Party requires the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

7.4 **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, UNLESS THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ICMA'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAYABLE TO CONTRACTOR HEREUNDER.**

## **8. INSURANCE**

8.1 Contractor is required to procure and maintain, at its sole expense, for itself and its employees, and shall require any subcontractors it may engage to maintain the following insurance coverages:

(a) General Liability Insurance covering bodily injury, property damage and contractual liability with limits of not less than \$1,000,000 per occurrence, \$2,000,000 products/completed aggregate, \$1,000,000 personal and advertising, \$2,000,000 aggregate. ICMA shall be added as an additional insured to Contractor's general liability insurance policy. Contractor's general liability



insurance policy shall be primary and ICMA's insurance shall not contribute until Contractor's insurance is exhausted.

(b) Workers Compensation and Employers' Liability in accordance with the statutory requirements of the state or states in which Contractor is providing Services, and employer's liability insurance of not less than \$1,000,000 each accident for bodily injury by accident, and \$1,000,000 each employee and policy limit for bodily injury by disease.

(c) Commercial Auto/or Personal Liability Insurance with a \$1,000,000 combined single limit covering owned, hired, and non-owned autos. ICMA shall be added as an additional insured to Contractor's auto liability insurance policy. Contractor's auto liability insurance policy shall be primary and ICMA's insurance shall not contribute until Contractor's insurance is exhausted.

(d) Professional Liability Insurance with a minimum limit of \$1,000,000 each claim/aggregate.

8.2 Contractor and its general liability and workers' compensation insurance carriers shall waive subrogation rights against ICMA. Contractor will ensure that its insurance carrier will notify ICMA within thirty (30) days if any of Contractor's policies are canceled, not renewed, or materially altered. Contractor agrees to notify ICMA promptly in writing of any claim by a third party arising from the performance of the Agreement or any incident or event which may give rise to a claim arising from the performance of the Agreement. Certificates of insurance evidencing the required coverages must be submitted to ICMA before the work or services begin.

## **9. DISPUTES**

9.1 Dispute Resolution. The Parties shall endeavor to settle all claims, controversies, or disputes arising out of or relating to this Agreement involving threatened, alleged, or actual breach of the Agreement, including without limitation, any claim, controversy, or dispute concerning any determination, negotiation, or agreement to be reached by the Parties under this Agreement (hereinafter, the "Dispute") by alternative dispute resolution under the then applicable current rules of the American Arbitration Association (hereinafter, "AAA") procedure in effect on the date of this Agreement. Unless otherwise agreed, the Parties will select one single arbitrator. The costs of the arbitration shall be shared equally between the parties, except that each party shall be responsible for its own attorneys' fees and costs in preparing and presenting its case. Any dispute which remains unresolved thirty (30) days after the appointment of an arbitrator shall be settled by binding arbitration by a sole arbitrator in accordance with applicable AAA rules in effect on the date of this Agreement. The arbitration shall be governed by the Federal Arbitration Act, 9 U. S. C. Section 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator

may be entered by any court having jurisdiction thereof. The place of arbitration shall be in Washington, DC. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such punitive damages or excess damages.

9.2 Continue to Perform. The Parties will continue to perform under this Agreement during the Dispute Resolution Process.

## **10. GENERAL**

10.1 Independent Contractors. Contractor is an independent contractor for ICMA, and no partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. ICMA acknowledges that Contractor retains the right to control the details of the work. Contractor fully accepts the responsibility to determine how and by whom the work will be done and acknowledges that personnel supplied by Contractor shall work exclusively for Contractor and shall not, for any purpose, be considered employees or agents of ICMA. Contractor agrees that all such personnel shall be informed that they are employees or contractors solely of Contractor (or of a subcontractor if applicable) and not entitled to benefits (including, without limitation, fringe benefits such as medical or dental insurance, workers' compensation, disability income, social security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits and federal income tax withholding) normally provided to ICMA employees. Contractor assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control. Contractor is responsible for providing the necessary office space, equipment, supplies and other facilities in connection with the performance of the work set forth in the Statement of Work. Nothing contained in this Agreement shall be construed to discourage or prohibit Contractor from providing services to or soliciting business from clients in addition to ICMA, provided, however, that Contractor shall not undertake any new work or assignment which could create an actual or potential conflict of interest for Contractor or which could conflict with Contractor's obligations hereunder or the completion of the Project..

10.2 ICMA Policies. Contractor has received, read and understood ICMA's Travel policy and respect in the workplace policy, which are attached to the Agreement as Exhibit C, and Contractor agrees to comply with their terms.

10.3 No Use of ICMA Name for Marketing. Contractor agrees not to use the names, logos or any other marks owned by or associated with ICMA for marketing or advertising purposes, or on any form of publicity (including in Contractor's publicly distributed client lists, on Contractor's Web site or in any of Contractor's other promotional materials) without the prior written consent of ICMA in each instance.

10.4 Governing Law. The courts in the District of Columbia will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to this Agreement, and Contractor shall submit to the personal jurisdiction of those courts. The laws of the District of Columbia shall apply to any such disputes without regard to any conflict of law principles.

10.5 Amendment. Any changes made to this Agreement, including the Statement of Work, whether initiated by Contractor or ICMA, will be effective only if documented by both parties in writing.

10.6 Assignment. Notwithstanding any provision in this Agreement to the contrary, ICMA may assign all or any part of its right, title and interest in this Agreement, provided ICMA gives notice to Contractor of any such assignment. Contractor may not assign this Agreement, in whole or in part, without ICMA's prior written consent.

10.7 No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto. This Agreement confers no rights, benefits, or claims upon any person or entity not a Party hereto.

10.8 Complete Agreement. This Agreement is the Parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement.

10.9 Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

10.10 Construction. For purposes of construction, to the extent any provision of the Statement of Work conflicts with these Terms and Conditions, the Terms and Conditions shall govern unless otherwise set forth in writing in the Statement of Work.

10.11 Construction in Favor of Joint Drafters. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

10.12 Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any

provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.13 Force Majeure. Either Party shall be excused from performance and shall not be liable for any delay, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused Party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God, or shortage of labor or fuel or raw materials.

10.14 Contractor's Authority. Contractor represents and warrants that (a) it has the corporate, statutory or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on behalf of Contractor has the necessary authority to bind Contractor; and (c) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term of any applicable governance documents such as a certificate of incorporation, bylaws or other agreements to which it is bound.

10.15 Notices. All legal notices, requests and other communications that a Party is required or elects to deliver (not including invoices as described in the "Payment Terms" Section), shall be in writing and shall be delivered personally, or by electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this section:

If to ICMA: **TBD**

with a copy to: **TBD**

If to Contractor: **[CONTRACTOR NAME]**  
**[CONTRACTOR STREET ADDRESS]**  
**[CONTRACTOR ICMA, STATE AND ZIP CODE]**  
**[CONTRACTOR PHONE]**  
**[CONTRACTOR E-MAIL]**

10.16 Survival. The "Intellectual Property and Licenses Provided", "Confidentiality", "Indemnification", and "General" Sections shall survive any termination or expiration of this Agreement.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

10.18 Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, regulations or rules.

10.19. Anti-Terrorism. By signing this Agreement, Contractor certifies that it does not and will not promote or engage in violence or terrorism. Further, Contractor agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Contractor agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the “Specially Designated Nationals” list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations or the European Union.

**For: [CONTRACTOR]**

**For: ICMA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **REQUIRED FORMS**



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Leaders at the Core of Better Communities

Vendor Information

Vendor Name, TIN/SSN, Address, State, Zip Code, Phone, Fax, Contact, Email

Invoice Remittance Address

same as above

Address, State, Zip Code, Phone, Fax, Contact, Email

- Corporation, Partnership, Medical Corporation, Non-Resident, Sole Proprietorship/Independent Contractor, Government Entity, Tax Exempt Organization under IRS (501) Rules, 1099, American Indian Owned, Veteran Owned Business, HUB Zone Firm\*, Service Disabled Veteran Owned, Small Business, Disabled, Large Business (500+), Nonprofit Organization, Disadvantaged Business\*\*, Sheltered, Woman Owned Business, Foreign Supplier, Limited Liability Company, Historically Black College/University

\* FAR Clause 52.219-1(d) (2) Under 15 U.S.C 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal law that specifically references sections 8(d) for a definition of program eligibility, shall: (i) Be punished by imposition of fine, imprisonment or both; (ii) Be subject to administrative remedies, including suspension and debarment and (iii) Be ineligible for participation in programs conducted under the authority of the Act. \*\*Hub Zone and Small Disadvantaged Business must provide a copy of their certificate with this form.